

STATE OF SOUTH DAKOTA
Department of Transportation
700 E. Broadway Avenue
Pierre, SD 57501

SOUTH DAKOTA ELECTRIC VEHICLE INFRASTRUCTURE DEPLOYMENT ADMINISTRATION
PROPOSALS ARE DUE NO LATER THAN January 13, 2023 @ 12:00 p.m. CST

RFP #: 22RFP8205

State POC: Steve Gramm

EMAIL:
steve.gramm@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Infrastructure Investment and Jobs Act (IIJA) created a new National Electric Vehicle Infrastructure Formula Program (NEVI) to fund the installation of electric vehicle charging infrastructure across the country. The recently approved *South Dakota Electric Vehicle Infrastructure Deployment Plan (SD EV Infrastructure Deployment Plan)*, details the South Dakota Department of Transportation's (SDDOT) desire to utilize a competitive grant program to distribute this funding to entities in compliance with the National Electric Vehicle Infrastructure (NEVI) program. The *SD EV Infrastructure Deployment Plan* is available at https://dot.sd.gov/media/documents/EV/SDDOTEVPlan_final.pdf.

As such, the SDDOT is looking to procure a consultant that will facilitate the following:

- Development of guidelines for the grant application process.
- Solicitation of grantee applications (Note recommendations will be by the SDDOT's NEVI task force and grantee award will be by the SD Transportation Commission).
- For awarded grantees, monitoring of NEVI compliant station procurement, installation, operation, maintenance and required reporting.
- Ensuring stations are technically and federally compliant with the NEVI program.
- Providing the SDDOT with the necessary data and documents in the format required for annual NEVI reporting.
- Updating the *SD EV Infrastructure Deployment Plan* as required.
- Assisting the SDDOT with NEVI program public outreach and education.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Department of Transportation is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota. The reference number for the transaction is RFP # 22RFP8205. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	December 16, 2022
Offeror Questions Due	January 10, 2023
Proposal Submission	12:00 pm CDT; January 13, 2023
Anticipated Award Decision/Contract	January 30, 2023
Negotiation	

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the Department of Transportation, Office of Project Development by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

5 identical copies and a PDF of the technical proposal, 1 copy of the cost proposal, and 1 copy of the statement of qualification (if necessary) shall be submitted.

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not

properly signed may be rejected. The sealed envelope should be marked with the appropriate RFP Number and Title. Proposals should be addressed and labeled as follows:

REQUEST FOR PROPOSAL # 22RFP8205
PROPOSAL DUE January 13, 2023
STATE POC Steve Gramm, P.E.
Department of Transportation, Office of Project Development
700 E. Broadway Avenue
Pierre, SD 57501

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.7 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.9 OFFEROR INQUIRIES

Offerors should email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities (January 10, 2023). Inquiries must be emailed to steve.gramm@state.sd.us with the subject line "RFP # 22RFP8205".

The Department of Transportation will respond to offeror's inquiries (if required). All inquiries and the State's response will be posted as received to the webpage https://dot.sd.gov/projects-studies/projects/special-studies#listItemLink_1180 under the Requests For Proposals dropdown menu by January 11, 2023. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.10 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.11 LENGTH OF CONTRACT

9 years. The deadline may be extended upon mutual agreement. See Task 3.9 for Milestone Dates.

1.12 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.13 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.2** The Contractor's services under this Agreement shall commence on the date of contract/work order execution and end on September 30, 2031 unless sooner terminated pursuant to the terms hereof. The deadline may be extended upon mutual agreement.
- 2.3** The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4** The Contractor acknowledges that SDCL 5-18A-17 through 5-18A-17.6 concern conflicts of interest associated with current and former employees of the State of South Dakota who are or were responsible for approving, awarding, recommending or administering contracts or who are or were responsible for supervising individuals performing those tasks. The Contractor will ensure that any current or former employee of the State of South Dakota who performs services under this Agreement is in compliance with the conflict of interest laws found in SDCL 5-18A-17 through 5-18A-17.6.
- 2.5** The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed the maximum limited amount of the contract. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL 5-26.
- 2.6** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- 2.7** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
 - 2.7.1** Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
 - 2.7.2** Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.
 - 2.7.3** Business Automobile Liability Insurance:

The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

2.7.4 Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

2.8 While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

2.9 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

2.10 The State may suspend or terminate this Agreement upon ten (10) days' written notice, except that if the Contractor breaches any of the terms or conditions of the Agreement, the State may suspend or terminate this Agreement at any time, with or without notice.

If the State suspends or terminates this Agreement without fault on the part of the Contractor, the Contractor will be paid for work performed and delivered up to the date of suspension or termination. The Contractor will be paid a portion of the fixed fee, plus actual costs. The portion of the fixed fee will be based on the ratio of actual costs incurred to the estimated actual costs contained in the Agreement. The State will determine actual costs to be reimbursed by audit of such costs to the date of suspension or termination, except actual costs to be reimbursed will not exceed any maximum limiting fee.

If the State suspends or terminates this Agreement due to the fault of the Contractor, the State may, in addition to any other legal or equitable remedies, deduct from payments otherwise owed to the Contractor any damages or costs incurred by the State as a result of the Contractor's faulty acts or omissions. Upon suspension or termination per fault, the State may take over the work and may award another party an agreement to complete the work under this Agreement.

The Consultant may suspend or terminate this Agreement only with the State's written approval.

2.11 In addition to any other legal or equitable remedies available to the State as a result of any act or omission of the Contractor, the Contractor will correct any errors and omissions in its work at no additional cost to the State and within the time periods specified by the State.

- 2.12** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.13** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- 2.14** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.15** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.16** The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.17** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.18** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.19** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Department of Transportation on behalf of the State, and by _____, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

2.20In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

2.21All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

2.22The Contractor will maintain a cost accounting system capable of segregating and allocating costs incurred in connection to this Agreement.

All project charges will be subject to audit in accordance with the State's current procedures, 48 CFR Part 31.2, and 2 CFR Part 200.

The Contractor will keep accounting records clearly identified with this Agreement.

Upon reasonable notice, the Contractor will allow the State, the Federal Highway Administration (FHWA), the United States Department of Transportation's Inspector General, the Comptroller of the United States, or any authorized representative, to have access to and the right to examine and copy all records, books, papers or documents related to services rendered un this Agreement. The Contractor will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

3.0 SCOPE OF WORK

The SDDOT's believes the study needs to include, but not be limited to, the following tasks:

3.1 Facilitate Project Kick Off Meeting

Meet with the SDDOT's o confirm expectations and to finalize the work plan prior to doing any work beyond basic data collection.

3.2 Develop Electric Vehicle Grant Documents

- 3.2.1 Develop and submit to SDDOT detailed guidelines on the grant application process, grant award process (including application evaluation criteria), grant agreement process, and grant monitoring process in accordance to state and federal requirements. Multiple drafts should be anticipated with final version approved by SDDOT's y June 30, 2023.
- 3.2.2 Develop draft grant application form(s) in accordance to approved guidance by August 1, 2023.
- 3.2.3 Develop initial grant agreement template by August 1, 2023 and provide to SDDOT to route it through SDDOT's Legal Office and revise versions as necessary until a final template is approved.
- 3.2.4 Develop any other forms necessary for successful administration of the grant program.
- 3.2.5 Annually through federal fiscal year 2026, update grant documents as necessary. Document updates are to meet the same dates (or the Friday prior if the date is on a weekend) as tasks 3.2.1, 3.2.2, & 3.2.3.

3.3 Solicitation of grantee applications

- 3.3.1 Develop and maintain through federal fiscal year 2026, a database of all known possible applicants for electric vehicle infrastructure grant funding within South Dakota.
- 3.3.2 In accordance with approved Electric Vehicle Grant Guidelines developed in Task 3.2.1, develop documents to advertise opportunities to possible applicants (both known per Task 3.3.1 and unknown) for electric vehicle infrastructure grant funding within South Dakota.
- 3.3.3 Annually through federal fiscal year 2026, conduct a solicitation for grant applications within the timeframe designated by the Electric Vehicle Grant Guidelines developed in Task 3.2.1.
- 3.3.4 Annually through federal fiscal year 2026, receive grant applications within the designated timeframe.
- 3.3.5 Annually through federal fiscal year 2026, review applications received for completeness and score applications in accordance with the Electric Vehicle Grant Guidelines developed in Task 3.2.1, the SD Electric Vehicle Infrastructure Deployment Plan, and ability to aid in South Dakota achieving corridor ready status for electric vehicle charging stations.
- 3.3.6 Annually through federal fiscal year 2026, within 2 weeks of application deadline, provide all applications received with scoring done in Task 3.3.5 to the SDDOT..

3.4 Monitoring of NEVI compliant station procurement, installation, operation, maintenance and required reporting

- 3.4.1 Upon receiving notice of grant award(s), coordinate with all grantee(s) to complete the grant agreement template developed in Task 3.2.3 and provide completed grant agreement template to SDDOT. SDDOT will then route grant agreement template for execution.

- 3.4.2 After grantee receives the fully executed grant agreement from SDDOT, provide oversight to ensure that stations comply with state and federal requirements NEVI station construction, installation, and initial operation and report updates to the SDDOT.
- 3.4.3 Annually through 5 years after construction, receive required NEVI station monitoring information from the grantee.

3.5 Ensuring stations are technically and federally compliant with the NEVI program

For each NEVI station completed, for the 5 years after construction, conduct an inspection of the NEVI station to ensure that it is still compliant with state and federal rules and regulations and updated as required to all new rules and regulations.

3.6 Providing the SDDOT with the necessary data and documents required for annual NEVI reporting

- 3.6.1 Through federal fiscal year 2031, compile NEVI station monitoring information collected in Tasks 3.4.3 and Task 3.5 from all grantees within 5 years of construction and provide information required to the SDDOT.
- 3.6.2 Provide NEVI annual report to the SDDOT by September 15th (or the Friday prior if September 15th is on a weekend) of each year, beginning on September 15, 2023. (Assuming Annual Reports will be due to the Joint Office by September 30th of each year.

3.7 Updating the *SD EV Infrastructure Deployment Plan* as required

- 3.7.1 Develop and maintain through federal fiscal year 2026 a database of NEVI compliant stations within South Dakota.
- 3.7.2 Through federal fiscal year 2026, recommend updates to the *SD EV Infrastructure Deployment Plan* per federal NEVI requirements and to the NEVI compliant station database developed and maintained in Task 3.7.1. Note: This may include multiple draft versions before approval.
- 3.7.3 Upon receiving corridor ready status for all Interstates, provide recommendations for the distribution of South Dakota's remaining NEVI funding, if any, for station locations and requirements.

3.8 Assisting the SDDOT with NEVI program, public outreach, and education

- 3.8.1 As needed through federal fiscal year 2026, provide the SDDOT with electric vehicle infrastructure technical assistance.
- 3.8.2 As needed through federal fiscal year 2026, provide NEVI grant related materials for the SDDOT webpage dedicated to electric vehicles and/or charging infrastructure to the SDDOT.
- 3.8.3 Annually through federal fiscal year 2026, recommend public education and information efforts to SDDOT.
- 3.8.4 Coordinate distribution of any non-web-based education and information materials with the SDDOT.

3.9 Milestone Dates

The following milestone dates are expected to be met:

June 30, 2023	FY 2024 Guidelines approval
August 1, 2023	Draft Agreement template due
September 15, 2023	FY2023 Annual Report due
September 29, 2023	FY2024 Application template approval
June 28, 2024	FY2025 Guidelines approval

June 28, 2024	FY2025 Application template approval
September 13, 2024	FY2024 Annual Report due
June 30, 2025	FY2026 Guidelines approval
June 30, 2025	FY2026 Application template approval
September 15, 2025	FY2025 Annual Report due
September 15, 2026	FY2026 Annual Report due
September 15, 2027	FY2027 Annual Report due
September 15, 2028	FY2028 Annual Report due
September 14, 2029	FY2029 Annual Report due
September 13, 2030	FY2030 Annual Report due
September 15, 2031	FY2031 Annual Report due

Note: These milestone dates may be adjusted by the approved Guidelines developed in Task 3.2 and/or when the Joint Office sets deadlines for the annual reporting.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2** Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee or SDDOT's NEVI Task Force member other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3** The offeror may be required to submit a copy of their most recent audited financial statements upon the State's request prior to execution of a contract.
- 4.4** The offeror must be registered to conduct business within the State of South Dakota with the South Dakota Secretary of State prior to execution of a contract.
- 4.5** Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.
 - 4.5.1** Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - 4.5.2** Dates of the service/contract; and
 - 4.5.3** A brief, written description of the specific prior services performed and requirements thereof.

5.0 PROPOSAL RESPONSE FORMAT

5.1 Proposal Package. The proposal package shall contain five (5) printed copies of the technical proposal, one (1) copy of the cost proposal (sealed), and one (1) copy of the statement of qualification (if necessary) shall be submitted.

5.1.1 In addition, the offeror should provide one (1) copy of their entire technical proposal, including all attachments, in PDF electronic format (flash drive, USB drive, etc.) Offerors may not send the electronically formatted copy of their proposal via email.

5.1.2 The technical proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 Technical Proposal. All technical proposals must be organized and tabbed with labels for the following headings:

5.2.1 RFP Form. The State's Request for Proposal form completed and signed.

5.2.2 Executive Summary. The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

5.2.3 Detailed Response. This section should constitute the major portion of the proposal and must contain at least the following information:

5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

5.2.3.2 A specific point-by-point response, in the order listed to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

5.2.3.3 A clear description of any options or alternatives proposed.

5.2.3.4 Proposed Team Member(s): Provide a table showing the number of person-hours (not percentages of time) that will be devoted to each task by each consultant team member. List the names of principal investigators and other key professionals who will be involved. Support personnel may be identified by classification. If subcontracting is necessary, include subcontractors' key personnel and support staff in a separate table. Clearly identify subcontractors' involvement.

5.2.3.5 Study Schedule: Provide a graphic or text calendar to define the proposed study schedule for tasks and set milestone dates.

5.3 Cost Proposal. The cost proposal will be evaluated independently from the technical proposal and should be provided in a sealed envelope. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

5.4 Statements of Qualification. Firms not on any current SDDOT List of Prequalified Consultants must submit either a DOT-925 or GSA SF330 (available at <https://dot.sd.gov/doing-business/engineering/design-services/consultant-services>).

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 6.1.4 Availability to the project locale;
- 6.1.5 Familiarity with the project locale;
- 6.1.6 Proposed project management techniques; and
- 6.1.7 Ability and proven history in handling special project constraints.

In accordance to the Brooks Act of 1972, cost will not be evaluated as part of the selection process.

6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

6.5 Award: The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
- 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 COST PROPOSAL

The cost proposal must be submitted in a separate sealed envelope labeled "Cost Proposal". Proposers may submit multiple cost proposals if multiple alternatives or optional items are being proposed in the Technical Proposal. All costs related to the provision of the required services must be included in each cost proposal offered. The cost proposal shall show the estimated cost for the entire solicitation's entire duration (federal fiscal year 2031) by **SDDOT fiscal year** in a budget table. SDDOT's fiscal years run from July 1 through June 30 whereas federal fiscal years run from October 1 through September 30. A sample budget table is shown below.

Item	FY2023			FY2024			Total
Salaries	Rate	Total Estimate Hours	Total Estimated Cost	Rate	Total Estimate Hours	Total Estimated Cost	
Name - Title or ID#	\$20.00	29	\$1,800.00	\$20.60	125	\$2,575.00	
Name - Title or ID#	\$18.00	45	\$810.00	\$18.54	50	\$927.00	
Name - Title or ID#	\$25.00	20	\$500.00	\$25.75	20	\$515.00	
Name - Title or ID#	\$15.00	10	\$150.00	\$15.45	10	\$154.50	
Name - Title or ID#	\$11.50	5	\$57.50	\$11.85	15	\$177.68	
Subtotal:			\$3,317.50			\$4,349.18	\$7,666.68
Fringe Benefits ¹			\$829.00			\$1,087.00	\$1,916.00
Overhead / Indirect Costs			\$2,654.00			\$3,479.00	\$6,133.00
Fixed Fee			\$680.00			\$892.00	\$1,572.00
In-State Travel			\$1,250.00			\$2,500.00	\$3,750.00
Out-of-State Travel			\$0.00			\$0.00	\$0.00
Equipment Purchase ²			\$0.00			\$0.00	\$0.00
Expendable Supplies ³			\$350.00			\$710.00	\$1,060.00
Subcontracts			\$0.00			\$0.00	\$0.00
Computer Time ³			\$0.00			\$700.00	\$700.00
Report Publication ³			\$0.00			\$1,200.00	\$1,200.00
TOTAL			\$9,080.50			\$14,917.18	\$23,997.68

Notes: 1. May be included with Overhead / Indirect Costs, Must be in accordance with 48CFR Part 31

2. Must be in accordance with 49CFR Part 1B

3. Only if normally treated as a direct cost

Wage rates for individuals shall be that person's actual wage rate. If the proposal includes effort by subcontractors, a similar budget table shall be included for each subcontractor.

Out-of-state travel, which is defined as travel between the consultant's base and destinations other than South Dakota, must be identified separately. All travel between the consultant's home base and South Dakota should be recorded as in-state travel.

Indirect costs listed in the budget must be substantiated if and when the proposal is selected. Prior to the first contract payment, the successful proposer must submit documentation supporting the bases and rates used to calculate indirect costs by the prime contractor and each of the subcontractors. Examples of indirect cost schedule formats can be found in Chapter 9 of the *AASHTO Uniform Audit & Accounting Guide* available at: <http://audit.transportation.org/>.